

**THE CITY OF KIRKLAND PARKS & COMMUNITY SERVICES
REQUEST FOR PROPOSAL (RFP)**

2011

FOOD AND BEVERAGE CONCESSIONS IN PARKS

A. PURPOSE OF REQUEST

The City of Kirkland Parks & Community Services (KPCS) is seeking seasonal concession contractors to provide food and beverage services to the public. This Request for Proposal (RFP) represents a solicitation by KPCS for services. This RFP is intended to encourage vendors to clearly show that they are qualified to provide food and beverage service in a consistent and revenue positive manner for one (1) year. Each Bidder must clearly identify their knowledge of mobile concession operations, food safety practices, contract relations and demonstrate financial stability. Requirements and KPCS needs are outlined in this RFP.

B. RFP SELECTION PROCESS SCHEDULE

The Department's proposed schedule for review of the RFP Submittals and final selection of the Contractor is as follows:

- February 7 - RFP Packages available
- March 11 - RFP Submittal Dateline: 4:00 PM.
- March 14 - 18 - Evaluation Panel reviews and scores RFP Submittals.
- March 21-25 - Oral interviews – If needed.
- March 29 - Contract awards.

RFP SUBMITTAL INSTRUCTIONS

Proposals must be received by **4:00 pm local time on March 11, 2011.**

Proposals may be mailed or delivered to:

City of Kirkland
Attn: Barry Scott – 2011 Concessions in Parks RFP
123 5th Ave
Kirkland, WA 98033

Emailed proposals should include "2011 Concessions in Parks RFP" in the subject line and be addressed to:

bscott@ci.kirkland.wa.us (Emailed proposal must be in PDF or MS Word format.)

C. RFP REQUIREMENTS

Please note the following general requirements are mandatory to all proposals. Proposals submitted after the deadline date or lacking one or more of the following requirements will not be accepted.

Please include your name; business name; address; email address; phone number; fax number

All proposals sent electronically must be in a PDF or Word document

Complete, sign and submit all RFP forms provided by the Department. To be evaluated, a proposal must completely answer each question in the questionnaire.

All proposals must include the legal name of organization, firm, individual of those submitting the RFP. Include the address of principle place of business; phone numbers; primary person to contact and be signed by an official who is legally authorized to bind the organization including his or her signature on the Financial Page.

Provide all references and materials required by the RFP instructions.

If clarification is required, submit questions in writing or by e-mail to the Business Services Programs Manager at mmetteer@ci.kirkland.wa.us prior to the due date. Please allow at least one business day for responses. Questions submitted after the due date will not be answered.

Mail, ship or deliver three signed and completed RFP Submittal to Department at the address provided before the due date and time. Incomplete proposals, proposals not on the forms provided by the Department and proposals that arrive after the due date and time will not be accepted.

If mailed, clearly mark the exterior of the RFP package – **“2011 Concessions in Parks RFP”**.

D. PROPOSALS

Proposals should be prepared simply, providing straight forward concise descriptions of the applicants' capabilities to satisfy the requirements of the request. All proposals must be in either a PDF or Word document and include the following; all proposals will be evaluated based on point values where indicated below.

All applicants are encouraged to visit their desired site prior to submitting a proposal. Sites vary in locations and in description; some have the potential to use permanent concession facilities while others will require mobile “carts” that need to be removed at the end of each business day.

Contracts are awarded annually and may be renewed up to three years. The successful bidder will be expected to abide by all City of Kirkland Ordinances, Park rules, business licensing and Public Health food service requirements.

Tenant improvement; list any and all desired improvements in the RFP; include items such as, seating, power, water, security, etc. It is to be understood that any modifications or improvements desired by the Bidder shall be installed at the sole expense of the Bidder and requires advance written approval from the KPCS staff. All improvements shall become the property of the City of Kirkland upon completion of installation; provided that the contractor shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

All proposals become the property of the City of Kirkland.

E. SUGGESTED PARK SITES

- **Juanita Beach –**
 - A separate RFP is open for Juanita Beach.
- **Marina Park**
 - Address: 25 Lake Shore Plaza, Kirkland WA
 - Description: Busy Waterfront Park. City Dock hosting transient moorage and commercial tour boats. Summer concerts in park, unique gathering location with spectacular views.
 - Park hours: Dawn to 11:30 pm
 - Desired business hours of operations: Dawn to 10:00 pm
 - Space or site available for proposal: No permanent concessions facilities available. All concessions must be mobile
 - Utilities available: Approximately 200 amps of power available; water available; hand washing hot water available on site.
- **Peter Kirk Park/Lee Johnson Field**
 - Address: 633 Waverly Park Way, Kirkland 98033
 - Description:
 - Park hours: Dawn to 11:00 pm
 - Desired business hours of operations: Dawn – 8:00 pm
 - Space or site available for proposal: No permanent concessions facilities available. All concessions must be mobile.
 - Utilities available: Power and water available; no hot water.
- **Peter Kirk Pool:**
 - Address: 340 Kirkland Ave, Kirkland WA 98033
 - Description: Public swimming pool; open swims, swim team, swim lessons, private parties.
 - Pool operation hours: 5:30 am – 8:30 pm

- Desired business hours of operations: Consistent with pool hours.
- Space or site available for proposal: No permanent concessions facilities available. All concessions must be portable.
- Utilities available: Approximately 20 amps of power available, water available; no hot water.
- **Crestwoods Park:**
 - 1818 6th Street, Kirkland WA 98033
 - Description: 2 softball fields used March through October, 1 little league field, 1 soccer field, playground. Softball games and/or practices daily.
 - Desired business hours of operations: 3:00 pm – 8:00 pm Monday – Friday. Weekends 8:00 am – 8:00 pm
 - Space or site available for proposal: No permanent concessions facilities available. All concessions must be mobile or contractor supply concessions stand.

KPCS will evaluate and consider other parks as well as all proposals submitted.

F. REQUIREMENTS

If your proposal is accepted, the following fees and requirements will be due upon issuance of your concession permit:

City of Kirkland Business License: Be advised that you must present a current copy of a valid City of Kirkland Business license prior to being awarded an agreement.

Insurance: Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

Compliance with law/business license: The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes. Contractor must obtain City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02

The successful bidder will also be expected to keep concessions area clean and provide daily clean-up. KPCS will award exclusive agreements to concession at the individual

sites to contractors that best demonstrate the ability to provide a healthy, innovative, affordable, and full service menu; provide equipment rentals where the department notes as feasible and provide reliable service to park patrons while paying the highest and most reasonable return to the Department.

It will be the Contractors responsibility to contact; arrange and comply with specific Seattle-King County Health Department requirements for proposed concession site(s). It is the responsibility of the Contractor to verify that adequate water and electrical service is available to support the equipment they intend to operate at a particular location. Any modifications or improvements to concession areas shall be at the sole expense of the successful bidder, and will require advance written approval from Kirkland Parks and Community Services staff.

The bidder understands and agrees that KPCS will only grant concessions by the contract, and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful bidder's expenditure of capital and /or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. KPCS will only grant successful bidders ("Contractors") an individual, revocable and non- transferable privilege of use in the premises for the concession granted. A sample "Agreement for Concessions is attached for your review.

G. PROPOSAL EVALUATION AND SELECTION

A panel will review the qualified Bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Parks and Community Services Deputy Director regarding the award.

The following criteria will be used to evaluate RFP Submittals:

Days and Hours of operation

- How many days per week and during what hours do you intend to operate the concession? What date would you prefer to open and what date will you close?

Products/ Services to be offered for sale

- What product(s) do you intend to offer? What size(s)? What price (s)? What Nutritional snacks do you intend to offer? Please list all proposed items and unit prices.

Concession Experience/Business References

- Please list at least three (3) references that will support, document or verify your performance in providing concession services and/or operating a business.

Compensation

Please detail the percentage of gross revenue to be paid to the City (the standard percentage is 15% gross not to included taxes)

Please provide a statement outlining how contractor will document and report revenues and expenditures.

H. QUESTIONS

Any questions regarding concessions in parks or site visits should be directed to Mike Metteer at mmetteer@ci.kirkland.wa.us

Attachment A

AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Concessionaire."

WITNESSETH:

City hereby grants to Concessionaire the right, license, and privilege to operate a food and beverage concession at _____ in the manner and for the purpose hereinafter specified.

The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF CONCESSION

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concessions area of _____. Concessionaire's use of the designated area shall not be exclusive; such areas shall remain and be available for use by the City and public.

Concessionaire shall engage in the business of selling concessions for the following concessions; _____ and other approved merchandise.

Any other items must be approved by the Business Services Manager with at least 2 days notice. Concessionaire shall not engage in the rental of any merchandise, and Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning _____, 20__ and ending _____, 20__, with an option by the City to extend this agreement to 20__.

LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire shall apply and pay for a City business license. Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall be installed at the sole expense of the Concessionaire and requires advance written approval from the Kirkland Parks and Community Services staff. It is the responsibility of the Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of

Kirkland upon completion of installation; provided that the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

PAYMENT FOR CONCESSION

Concessionaire shall pay to the City on or before the 10th of each month an amount of _____ of Concessionaire's gross receipts from the preceding month for all operations hereunder. The term "receipts" means the entire receipts from concessions of every kind, whether on credit or for cash, from the business hereunder, not to include sales tax.

Should payment not be received on or before the 10th of each month; concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars (\$25.00) for each day late after the 10th of the month.

Concessionaire shall maintain an adequate set of bookkeeping records, from which the City may readily determine whether Concessionaire is making payments required hereunder. City may inspect and audit the books of account and records at all reasonable times; the time of such inspections and audit to be at the discretion of the City.

INDEPENDENT CONTRACTOR

It is understood and agreed that this is not a contract of employment and that the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by concessionaire are and shall be deemed the employees of concessionaire and in no manner employees of the City. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

HOLD HARMLESS/INDEMNIFICATION

Concessionaire shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Concessionaire in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

RULES GOVERNING CONCESSION OPERATION

Concessionaire may operate from _____ to _____. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire shall at all times keep area of business free of clutter and litter and messes (spills) related to business. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the City and appropriate permits are issued for such. Any expense for such signage or advertisement will be at Concessionaire's sole expense.

TERMINATION OF AGREEMENT

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine such operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the City shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

SUCCESSORS AND ASSIGNS

The Concessionaire shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any

services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONCESSIONAIRE

CITY OF KIRKLAND

By: _____
Signature

by: _____
Signature